UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF WISCONSIN

ROBIN ZAHRAN and	)	
KAREN ZAHRAN	)	Case No. 91-C-808
Plaintiff	)	May 4, 1993
v.	)	
FRANKENMUTH MUTUAL INS.	)	
CO., Defendant	)	

ORDER

Having fully heard at trial the issues raised by the Plaintiffs' claim that the Defendant Frankenmuth Mutual Insurance Company acted in bad faith in handling the Plaintiffs' fire loss claim, the court ORDERS that judgement as a matter of law is granted to Defendant Frankenmuth Mutual Insurance Company as to the bad faith cause of action. See Federal Rule of Civil Procedure 50 (a) (1). Based upon the evidence presented at trial and the record as a

whole, the court concludes that no jury could find that Frankenmuth did not have a reasonable basis to delay payment of the Plaintiffs' insurance claim. In addition, there is no basis for concluding that Frankenmuth either knew or recklessly failed to ascertain that the claim should have been paid more promptly under the parties' contract of insurance. See American Casualty Company of Reading, Pennsylvania v. B. Cianciolo, Inc., No. 91-3821 (7th Cir. March 18, 1993).

After deliberating for over eleven hours, the jury empaneled to hear the above-captioned case told the court that it was unable to reach a verdict. Accordingly, the court declares a mistrial and, on its own motion, the court grants a new trial. See Federal Rule of Civil Procedure 59 (a). Pursuant to the law of the case doctrine, the issues to be tried shall be confined to the issues submitted to the jury at

the first trial. See United States v. Tham, 960 F. 2d 1391, 1397 (9th Cir. 1991).

Done and Ordered in Chambers at the United States Courthouse, Milwaukee, Wisconsin this 4th day of May, 1993.

Signed
Thomas J. Curran
United States District Judge

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